

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers
FROM/PHONE: Donald DiPetrillo, Fire Chief
SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND APPROPRIATE STAFF TO SUBMIT AN APPLICATION FOR GRANT FUNDING UNDER THE DAVIE CHILD PASSENGER SAFETY SEAT PROGRAM, A PROGRAM ADMINISTERED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.

REPORT IN BRIEF:

The Town previously applied for and was accepted for a child passenger safety grant from FDOT to provide car seat inspections to the public. This is the third year of the continuing grant. The Fire Rescue Department has 18 certified technicians to supply this service. Misuse of car seats is as high as 95% and the Fire Rescue Department technicians supply correct guidance on installation and answer parents questions.

This service is provided free for town residents and surrounding communities. Feedback from the public has been outstanding in support of this program. Continuation of this program will provide increased passenger safety for our children and reduce unnecessary injuries.

PREVIOUS ACTIONS: Town Council previously approved resolutions number R-2000-75 and R-2000-239

CONCURRENCES: n/a

FISCAL IMPACT:

Has request been budgeted? yes - FY 01/02 budget year

If yes, expected cost: \$13,872.00

What account will funds be appropriated from: Miscellaneous department accounts.

Additional Comments: This is a reimbursement grant. The Town finances fund prior to getting reimbursed.

RECOMMENDATION(S): Motion to approve resolution

Attachment(s):

Resolution
Grant Application

RESOLUTION

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND APPROPRIATE STAFF TO SUBMIT AN APPLICATION FOR GRANT FUNDING UNDER THE DAVIE CHILD PASSENGER SAFETY PROGRAM, A PROGRAM ADMINISTERED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Florida Department of Transportation administers the Child Passenger Safety Program; and

WHEREAS, funding is available under The Florida Department of Transportation providing \$13,872.00 in grant funding; and

WHEREAS, the Davie grant funding will provide personnel services and equipment for use during seat inspection clinics; and

WHEREAS, this is a continuation reimbursement grant and there is no local cost share or match requirement by the Child Passenger Safety Program, a program administered by The Florida Department of Transportation; and

WHEREAS, it is in the best interest of the Town of Davie that the Fire Rescue Department apply for and secure grant funding under the Davie Child Passenger Safety Program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. That the Town Council authorizes the Mayor, Town Administrator and/or appropriate staff to submit an application for grant funding and, if awarded, accept and expend grant funding under the Davie Child Passenger Safety Program.

SECTION 2. That this Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2001

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUBGRANT APPLICATION FOR HIGHWAY SAFETY FUNDS

500-065-01
 SAFETY
 OGC - 07/01

<i>For D.O.T. Use Only</i>	
Project Number: _____	DOT Contract Number: _____
Federal Funds Allocated: _____	Date Approved: _____
Subgrant Period: _____	Date Revised: _____
Subgrant History: (1) _____ (2) _____ (3) _____	

Part I: GENERAL ADMINISTRATIVE INFORMATION

(See Instructions for Highway Safety Subgrant Applications)

Davie Fire Rescue Child Passenger Safety Program

1. Project Title: _____

2. Type of Application: Initial Continuation

3. Requested Subgrant Period: **October 1, 2001** to **September 30, 2002**

4. Support Sought: **13,872.00** Matching Share: _____ Total Budget: **13,872.00**

<p>5. Applicant Agency (Subgrantee):</p> <p style="text-align: center;">Town Of Davie 6591 Orange Drive Davie, Florida 33314</p> <p style="text-align: center;">Telephone: 954.797.1000</p>	<p>6. Implementing Agency:</p> <p style="text-align: center;">Town Of Davie Fire Department 6901 Orange Drive Davie, Florida 33314</p> <p style="text-align: center;">Telephone: 954.797.1213</p>
<p>7. Federal ID Number: 59-6046527-001</p>	<p>8. State SAMAS Number (State Agencies)</p>
<p>9. Chief Financial Officer:</p> <p style="text-align: center;">Christopher Wallace, Finance Director Town Of Davie 6591 Orange Drive Davie, Florida 33314</p> <p>Telephone Number: 954.797.1000</p> <p>Fax Number: _____</p> <p>E-Mail Address: _____</p>	<p>10. Project Director:</p> <p style="text-align: center;">Christopher Fletcher, Lieutenant Town Of Davie Fire Department 6901 Orange Drive Davie, Florida 33314</p> <p>Telephone Number: 954.797.1211</p> <p>Fax Number: 954.797.1234</p> <p>E-Mail Address: It_fletcher@davie-fl.gov</p>

Subgrant funds provided by the U.S. Department of Transportation, National Highway Traffic Safety Administration, Catalog of Federal Domestic Assistance Number - 20.600, State and Community Highway Safety Program, through the Florida Department of Transportation.

Part II: PROJECT PLAN AND SUPPORTING DATA

500-065-01
SAFETY
DGC - 07/01

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Objectives
4. Evaluation
5. Milestones (Use form provided)

Start below and use additional pages as necessary.

I. Statement of the Problem:

A recent study by the Children's Hospital of Philadelphia has shown the same misuse of child restraint devices that we have documented during our fitting station and day care inspection programs. Over 63% of the children using booster seats were not ready for them due to their weight, and well over 50% of all seats checked has some form of misuse noted. Our technicians noted misuses well over 75% of the time, and a general confusion over the various seat designs and their intended weight/height parameters. Adults still assume that the vehicle seat belts are acceptable for their children after they've outgrown their car seat. The lack of laws regarding this also serves to allow this problem to continue. Davie Fire Rescue Department believes correct information is filtering into the community via multiple areas such as the media, day care facilities and car seat inspection programs such as ours. Davie Fire Rescue Department will continue to provide the educational information to parents and care givers.

II. Proposed Solutions and Activities:

Davie Fire Rescue will continue a "Buckle Up Kids" program for our citizens. Our staff of 16 technicians will instruct parents on the proper use of child restraint devices and:

1. Participate in public education programs targeting proper and increased usage of child seats among minority, low income, or special needs populations through direct involvement of the day care facilities in these areas. Cooperative inspections with the Broward County Extension Service will continue as these areas are commonly addressed by this agency.
2. Provide a "Fitting Station" within Fire Station #65 for public access. This provides car seat inspections, technicians to answer questions, and safety publications for parents and children. It also allows for inclement weather and an opportunity for children of all ages to view fire fighting apparatus. We have received great responses from our visitors in support of this program.
3. Organize and distribute awareness information to health care professionals such as free car seat safety publications in pediatric doctors offices with contact numbers.
4. Organize and distribute awareness information to child care providers/day care facilities such as free car seat safety publications in lobby or pickup areas. Posters and announcements of future seat checks are also displayed. Select staff will view safety videos and receive awareness training.
5. Presentations of this program will be available to interested clubs, schools, child care providers, and the community in general.

III. Objectives:

1. To increase public awareness and compliance in the proper use of child safety restraints and seat belts.
2. To reduce the number of automobile fatalities from child safety restraint and seat belt misuse.
3. To barrage preschool age children, their parents and care givers with occupant protection education and to ensure safe transportation.
4. To increase car safety as well as booster usage among older children since this still ranks low in compliance for proper use.

IV. Evaluation:

Visitors to our Fitting Station and field inspections are interviewed for their knowledge of child passenger safety and how they heard about our program. Consistently, parents are told by other parents about us and they are referred by their doctors or hospitals. Future areas to address are the retail stores where parents shop and make their decisions on car seat purchases. Our program will address the weaknesses of poor information and having no where to go for help.

Part III: PROJECT DETAIL BUDGET

500-065-01
SAFETY
OGC - 07/01

Project Title: _____				
Project Number: _____		Contract Number: _____		
BUDGET CATEGORY	TOTAL	FEDERAL FUNDING	NON-FEDERAL	
			STATE	LOCAL
A. Personnel Services				
Staffing for fitting station, day care safety checks, and NHTSA 32- hour Child Passenger Safety Training \$ 28.70/hour for 300 hours 7.65% Fica, 7.17% WC, 1.00% liability	\$8,610	\$8,610		
	\$1,362	\$1,362		
Sub-total	9,972	9,972		
B. Contractual Services				
Sub-total				
C. Expenses				
Educational and Training Materials	\$1,000	\$1,000		
Fitting Station Supplies	\$400	\$400		
Travel	\$2,500	\$2,500		
Sub-total	\$3,900	\$3,900		
D. Operating Capital Outlay				
Sub-total				
E. Indirect Cost				
Sub-total				
Total Cost of Project	\$13,872	\$13,872		

Budget Modification Number: _____

Effective Date: _____

BUDGET NARRATIVE

500-065-01
SAFETY
OGC - 07/01

Project Title: _____
 Project Number: _____ Contract Number: _____

The following is a narrative description of the project budget by line item by category, detailing the item and anticipated cost. Each category must be sufficiently defined to show cost relationship to project objectives. Attach additional sheets as needed.

BUDGET NARRATIVE

A. Personnel Services	
Staffing for fitting stations, day care safety checks, and NHTSA 32-hour Child Passenger Safety Trainings \$28.70/hour for 300 hours	\$8,610
7.65% FICA, 7.17% WC, and 1.00% liability.	\$1,362
Subtotal for Personnel Services:	\$9,972
B. Contractual Services	
	\$0
C. Expenses	
1. Educational and Training Materials, including but not limited to publications, printing, brochures, and videos.	\$1,000
2. Fitting Station Supplies, including but not limited to locking clips, belt shortening clips, pool noodles, measuring tapes, clip boards, shelf liner, antimicrobial waterless soap, towels, and scales.	\$400
3. Travel, including in-state (technical and instructor updates, conferences, and 32-hour classes) and the ICIP Child Passenger Safety Conference for certified technicians and instructors.	\$2,500
*** (MUST HAVE PRIOR WRITTEN APPROVAL FOR OUT-OF-STATE TRAVEL) ***	
Subtotal for Expenses:	\$3,900
D. Operating Capital Outlay	\$0
E. Indirect Cost	\$0
Total Cost of Project	\$13,872

Budget Modification Number: _____
 Effective Date: _____

QUARTERLY PROGRESS REPORT OF PERFORMANCE INDICATORS
for the _____ quarter.

500-065-01
SAFETY
OGC - 07/01

Project Title: _____
 Project Number: _____
 Implementing Agency: _____
 Project Director: _____

Performance Indicators	Milestones Accomplished					
	Quarter Ending December 31	Quarter Ending March 31	Six-Month Totals	Quarter Ending June 30	Quarter Ending September 30	Project Totals
Number of Car Seat Drive up Checks						
Number of Car Seat Fitting Station Checks						
Number of Car Seats Checked @ Day Cares						
Number of Car Seats Distributed						
Percentage of Car Seat Misused/Improperly Installed						
Number of Buckle Up Materials Used at Schools						
Number of Participants Who Became NHTSA Certified Technicians						

Part IV: REPORTS

500-055-01
SAFETY
OGC - 07/01

Quarterly Progress Report Narrative for the _____ quarter.

Project Title: _____

Project Number: _____

Implementing Agency: _____

Project Director: _____

Describe the subgrant activities that took place during the quarter. Attach newspaper clippings, press releases, photos and other items that document activities. Use additional sheets, if necessary. The *Quarterly Progress Report of Performance Indicators* should be sent to the DOT Safety Office along with the narrative within 30 days of the end of each quarter.

Final Narrative Report

500-065-01
SAFETY
CGC - 07/01

Project Title: _____
Project Number: _____
Implementing Agency: _____
Project Director: _____

The following is a chronological narrative history of the above listed project in accordance with *Part V: Acceptance and Agreement, Conditions of Agreement, 1. Reports*. This report is an accurate accounting of the project performance and accomplishments. Attach additional sheets as needed.

Blank area for the chronological narrative history of the project.

Part V: Acceptance And Agreement

Conditions of Agreement. Upon approval of this Subgrant Application for Highway Safety Funds, the following terms and conditions shall become binding. Noncompliance may result in loss of, or delays in, reimbursement of costs.

1. Reports. The implementing agency shall submit the **Quarterly Progress Report Narrative** and **Quarterly Progress Report of Performance Indicators** forms to the State Safety Office by January 31, April 30, July 31, and October 31 if there was subgrant activity during the quarter prior to the deadline. The implementing agency shall submit a **Final Narrative Report**, giving a chronological history of the subgrant activities, problems encountered, and major accomplishments by October 31, unless the State Safety Office extends the subgrant period due to late award of the subgrant. Requests for reimbursement may be returned to the subgrantee or implementing agency unpaid if the required reports are past due.

2. Responsibility of Subgrantee. The subgrantee and its implementing agency shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the **Project Detail Budget** as approved by the State Safety Office. All expenditures and cost accounting of funds shall conform to 49 CFR, Part 18, **Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**; 49 CFR, Part 19, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-102, **Grants and Cooperative Agreements with State and Local Governments**; OMB Circular A-110, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-21, **Cost Principles for Educational Institutions**; OMB Circular A-87, **Cost Principles for State, Local, and Indian Tribal Government**; and/or OMB Circular A-122, **Cost Principles for Non-Profit Organizations**, as applicable (hereinafter referred to as Applicable Federal Law).

The subgrantee and the implementing agency, by entering into this agreement, certify that they meet and shall comply with the federal statutes, executive orders, and implementing regulations applicable to this subgrant.

3. Compliance with Chapter 287, Florida Statutes. The subgrantee and implementing agency agree to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this agreement pursuant to sections 287.133(3)(a) and 287.134(3)(b), Florida Statutes.

(a) Section 287.133 (2)(a), F.S.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) Section 287.134 (2)(a), F.S.

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4. Approval of Consultant and Contractor Agreements. The State Safety Office shall review and approve in writing all consultant and contractor agreements prior to the actual employment of the consultant or the contractor by the subgrantee or implementing agency. Approval of the subgrant does not constitute approval of a consultant or contractor agreement.

5. Allowable Costs. The allowability of costs incurred under any subgrant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the applicable Federal Law and state law, to be eligible for reimbursement. All funds not spent in accordance with the applicable Federal Law will be subject to repayment by the subgrantee.

6. Travel. Travel costs for approved travel shall be reimbursed in accordance with regulations applicable to the implementing agency and the State of Florida, Department of Transportation's (Department's) Disbursement Operations Manual, Chapter 3 Travel, but not in excess of provisions in Section 112.061, Florida Statutes. All travel for out-of-state or out-of-grant-specified work area shall require written approval of the State Safety Office prior to the commencement of actual travel. In addition, prior written approval shall be obtained from the State Safety Office for hotel rooms with rates exceeding \$100 per day that are to be reimbursed.

7. Written Approval of Changes. The subgrantee or implementing agency shall obtain prior written approval from the State Safety Office for changes to the agreement. For example:

- (a) Changes in project activities, objectives, milestones, or performance indicators set forth in the approved application.
- (b) Changes in budget items and amounts set forth in the approved application.

8. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the subgrantee shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)**, the subgrantee shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The subgrantee or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41U.S.C. 253(g) (currently \$25,000).

9. Commencement of Projects. If a project has not commenced within 30 days after the acceptance of the subgrant award, the subgrantee or its implementing agency shall report by letter the steps taken to initiate the project, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the award, project activity as described herein has not begun, a further statement of implementation delay will be submitted by the subgrantee or its implementing agency to the State Safety Office. The subgrantee agrees that if the statement is not received in 60 days, the State Safety Office may cancel the project and reobligate the funds to other program areas. The State Safety Office, where warranted by excusable delay, may extend the implementation date of the project past the 60-day period, but only by formal written approval from the State Safety Office.

10. Excusable Delays.

- (a) Except with respect to the defaults of subgrantee's or implementing agency's consultants and contractors which shall be attributed to the subgrantee, the subgrantee and its implementing agency shall not be in default by reason of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the subgrantee or its implementing agency. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the subgrantee. If the failure to perform is caused by the failure of the subgrantee's or its implementing agency's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the subgrantee, its implementing agency and its consultant or contractor, and without the fault or negligence of any of them, the subgrantee shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the State Safety Office shall have ordered the subgrantee or its implementing agency in writing to procure such supplies or services from other sources, and (3) the subgrantee or its implementing agency shall have failed to comply reasonably with such order.

(b) Upon request of the subgrantee or its implementing agency, the State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

11. Obligation of Subgrant Funds. Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant application are eligible for reimbursement. A cost is incurred when the subgrantee's employee, its implementing agency, or approved contractor or consultant performs the service required or when goods are received by the subgrantee or its implementing agency, notwithstanding the date of order.

12. Performance. In the event of default, noncompliance, or violation of any provision of this agreement by the subgrantee, the implementing agency, the subgrantee's consultant(s) or contractor(s) and supplier(s), the subgrantee agrees that the Department may impose such sanctions, as the Department deems appropriate. Such sanctions include withholding of payments, cancellation, termination, or suspension of the agreement in whole or in part. In such an event, the Department shall notify the subgrantee and its implementing agency of such decision 30 days in advance of the effective date of such sanction. The subgrantee shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

13. Access to Records and Monitoring. The Department, NHTSA, Federal Highway Administration (FHWA), and the Comptroller and Auditor General of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the subgrantee and its implementing agency, and to relevant books and records of the subgrantee, its implementing agency, and its consultants and contractors under this agreement, as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with OMB Circular A-133, as revised, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and other procedures. By entering into this agreement, the subgrantee and its implementing agency agree to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the subgrantee or its implementing agency is appropriate, they agree to comply with any additional instruction provided by the Department. The subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

The Department shall unilaterally cancel this subgrant if the subgrantee or its implementing agency refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the subgrantee or its implementing agency in conjunction with the subgrant.

14. Audit. This part is applicable if the subgrantee is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the subgrantee expends \$300,000 or more in Federal awards in its fiscal year, the subgrantee must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Page 1 of this agreement indicates the source of Federal funds awarded through the Florida Department of Transportation by this agreement. In determining the Federal awards expended in its fiscal year, the subgrantee shall consider all sources of Federal awards, including Federal funds received from the Department of Transportation. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the subgrantee conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed above, the subgrantee shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the subgrantee expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the subgrantee expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the subgrantee directly to each of the following:

- (a) Florida Department of Transportation
605 Suwannee Street, MS-17
Tallahassee, FL 32399-0450
- (b) Federal Audit Clearinghouse
Bureau of the Census
1201 East 10 Street
Jeffersonville, IN 47132
- (c) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

15. Retention of Records. The subgrantee shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the Department or its designee access to such records upon request. The subgrantee shall ensure that audit working papers are made available to the Department or its designee upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Records shall also be maintained and accessible in accordance with 49 CFR, Section 18.42 or 49 CFR, Section 19.53.

16. Procedures for Reimbursement. All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 07). Appropriate documentation supportive of the reported costs must accompany each claim.

The subgrantee or its implementing agency shall submit financial reimbursement forms to the Safety Office at least once each quarter as costs are incurred and payment is made. The only exception is when no costs are incurred during a quarter. Reimbursement for subgrants with personnel costs should be made after every two pay periods. Failure to submit reimbursement requests in a timely manner may result in the subgrant being terminated.

All requests for reimbursement of Operating Capital Outlay items having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by a **Non-Expendable Property Accountability Record** (FDOT Form No. 500-065-09). Payment of the Operating Capital Outlay costs shall not be made before receipt of this form.

A final financial request for reimbursement shall be submitted to the State Safety Office within 30 days after the end of the subgrant period. Such request shall be distinctly identified as **Final**. Failure to submit the invoice in a timely manner may result in denial of payment. The subgrantee agrees to forfeit reimbursement of any amount incurred if the final request is not received within 30 days of the end of the subgrant period.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by the agreement are governed by the terms of 49 CFR, Section 18.34, 49 CFR, Section 19.36, or OMB Circular A-110.

In addition to the provisions for 49 CFR, Part 18 and 49 CFR, Part 19, the State Safety Office reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

- (a) The copyright in any work developed under a subgrant or contract under a subgrant; and
- (b) Any rights of copyright to which a subgrantee or a contractor purchases ownership with subgrant support.

18. Property Accountability. The subgrantee or its implementing agency shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or OMB Circular A-110. This obligation continues as long as the property is retained by the subgrantee or its implementing agency, notwithstanding the expiration of this agreement.

19. Disputes. Any dispute, disagreement, or question of fact arising under the agreement shall be decided by the State Safety Office in writing and shall be distributed to parties concerned. A written appeal may be made within 30 calendar days to the Governor's Highway Safety Representative at the Florida Department of Transportation, 605 Suwannee Street, MS 57, Tallahassee, Florida 32399-0450, whose decision is final. The subgrantee and its implementing agency shall proceed diligently with the performance of the agreement and in accordance with Department's decision.

20. Conferences, Inspection of Work. Conferences may be held at the request of any party to this agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

21. Publication and Printing of Observational Surveys and Other Reports.

- (a) Before publication or printing, the final draft of any report or reports required under the agreement or pertaining to the agreement shall be submitted to the State Safety Office for review and concurrence.
- (b) Each publication or other printed report covered by Paragraph 21.a. above shall include the following statement on the cover page:
 - (1) This report was prepared for the State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - (2) The conclusions and opinions expressed in these reports are those of the subgrantee and do not necessarily represent those of the State of Florida, Department of Transportation, State Safety Office, the U.S. Department of Transportation, or any other agency of the State or Federal Government.

22. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this subgrant, or any project, program, or activity that receives or benefits from this subgrant award. The subgrantee and its implementing agency agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60.

23. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, Florida Statutes, the subgrantee and its implementing agency shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of subgrantee, implementing agency, and its contractor, consultant, agents and employees. The subgrantee and its implementing agency shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the subgrantee's or its implementing agency's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this agreement specifically agree that no provision in this agreement is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

24. Disadvantaged Business Enterprises (DBE).

(a) The subgrantee and its implementing agency agree to the following assurance:

The subgrantee and its implementing agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR, Part 26. The subgrantee shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The subgrantee's DBE program, as required by 49 CFR, Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the subgrantee of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) The subgrantee and its implementing agency agree to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the subgrantee, its implementing agency, or the Department deems appropriate.

25. Restrictions on Lobbying. The subgrantee and its implementing agency agree to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, for filing of certification and disclosure forms.

No funds granted hereunder shall be used for the purpose of lobbying the legislature, the judicial branch, or state agencies. Section 216.347, Florida Statutes.

26. How Agreement is Affected by Provisions Being Held Invalid. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

27. Federal Requirement for Public Service Announcements. All public service announcements produced with Federal Highway Safety funds shall be closed captioned for the hearing impaired.

28. Public Awareness Materials and Promotional Items. The name of the subgrantee or implementing agency and its logo can appear on printed materials and promotional items. The names of individuals connected with the subgrantee shall not appear on printed materials and promotional items paid for with Federal highway safety funds. Before printing public awareness materials or ordering promotional items, a final draft or drawing of the items shall be submitted to the State Safety Office for review. The Office shall provide written approval for reimbursement if the items are appropriate for purchase under this agreement. Copies of all public awareness materials purchased with Federal highway safety funds shall be attached to the forms requesting reimbursement for the items.

29. Term of Agreement. Each subgrant shall begin on the date of the last party to sign the agreement and shall end on September 30, following, unless otherwise stipulated by the State Safety Office on the first page of the respective agreement. The subgrant period shall not exceed 12 months.

30. Clean Air Act and Federal Water Pollution Control Act. For subgrant awards in excess of \$100,000 the subgrantee and its implementing agency agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). The subgrantee shall include this provision in all subcontract awards in excess of \$100,000.

31. Personnel Hired Under Agreement. The head of any implementing agency receiving first year funding for a new position(s) through a subgrant shall provide written notification within 30 days of the agreement being awarded to the State Safety Office that a new position(s) has been created in the agency as a result of the subgrant being awarded.

Any and all employees of the subgrantee or implementing agency whose positions are funded, in whole or in part through a subgrant, shall be the employee of the subgrantee or implementing agency only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the subgrantee or its implementing agency.

32. Repossession of Equipment. Ownership of all equipment purchased with Federal highway safety funds rests with the subgrantee and its implementing agency; however, the USDOT maintains an interest in the equipment for three fiscal years following the end of the subgrant period. The State Safety Office, on behalf of the USDOT, may repossess any equipment purchased with Federal highway safety funds that is not being used by the subgrantee or its implementing agency for the purposes described in the subgrant. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this subgrant.

33. Replacement or Repair of Equipment. The subgrantee and its implementing agency are responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of use. Federal regulations prohibit funding equipment replacement.

34. Ineligibility for Future Funding. The subgrantee and its implementing agency agree that the Department may find the subgrantee or its implementing agency ineligible for future funding for any of the following reasons:

- (a) Failure to provide the required audits,
- (b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends,
- (c) Failure to provide required quarterly and final reports in the required time frame,
- (d) Failure to perform work described in Part II of the subgrant agreement,
- (e) Providing fraudulent quarterly reports or reimbursement requests,
- (f) Misuse of equipment purchased with Federal highway safety funds.

35. Safety Belt Policy. Each subgrantee and implementing agency shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be attached to the subgrant application.

36. Safety Belt Enforcement. All law enforcement agencies receiving subgrant funds shall have a standard operating procedure regarding enforcement of safety belt and child safety seat violations. A copy of the procedure shall be attached to the subgrant application.

37. Certification for Equipment Costing More than \$500 per Item. The head of any implementing agency purchasing equipment costing more than \$500 per item shall send a letter to the Safety Office upon award of the subgrant certifying that none of the items being purchased with federal highway safety funds is replacing previously purchased equipment, whether the equipment was purchased with federal, state, or local funds.

38. Checkpoint Reporting. Any law enforcement agency that conducts DUI checkpoints shall attach a copy of the After Action Report for each checkpoint operation conducted during a quarter to its Quarterly Progress Report of Performance Indicators. This requirement applies to all law enforcement agencies, regardless of the program area for which they are being funded.

39. Child Safety Seats. Any implementing agency that receives funds to purchase child safety seats must have at least one staff member certified by the American Automobile Association (AAA) as a Certified Child Passenger Safety Technician within 90 days of the effective date of the subgrant. Failure to comply with this provision shall result in the termination of this agreement.

40. Special Conditions.

PROJECT NUMBER: _____

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement, that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

<p><i>(For DOT Use Only)</i> STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Attest: _____</p>	<p>SUBGRANTEE</p> <p>_____ <i>Name of Applicant Agency Typed</i></p> <p>By: _____ <i>Signature of Authorized Representative</i></p> <p>_____ <i>Authorized Representative's Name Typed</i></p> <p>Title: _____</p> <p>Date: _____</p> <p>Attest: _____ <i>Signature of Witness</i></p>
<p>FEDERAL FUNDS ALLOCATED</p> <p>_____</p>	<p>ADMINISTRATOR OF IMPLEMENTING AGENCY</p> <p>By: _____ <i>Signature of Administrator</i></p> <p>_____ <i>Administrator's Name Typed</i></p> <p>Title: _____</p>
<p>Reviewed for the Department of Transportation:</p> <p>By: _____ <i>Attorney - DOT</i></p> <p>Date: _____</p>	

NOTE: No whiteout or erasures accepted on this signature page.

CHAPTER 5
ALARMS

501
ALARM DUTIES AND RESPONSIBILITIES

501.1 COMPANY OFFICER RESPONSIBILITIES:

(a) Company Officers shall obey and enforce the following :

(1) They shall notify the Battalion Chief immediately when an apparatus is unable to respond to an alarm for any reason, and shall enter the facts of the matter in the station log book. The same procedure shall be followed when the apparatus is again ready for service.

(2) Companies when dispatched, or notified; shall respond; unless an exception is made by the Battalion Chief.

(3) Officers shall see that all members shall be properly equipped with the proper clothing, equipment and seat belts before the apparatus is moving. Members shall respond in their assigned positions, seated and facing in the direction the seat was designed for. Seat belts shall be worn at all times while the apparatus is moving.

(4) Company Officers shall assure that no member shall don his protective clothing (coats/boots) while apparatus is in response mode to an alarm.

(5) Company Officers shall respond with their apparatus and company to alarms by the most direct, safe route, and see that all State of Florida laws and rules governing motor vehicles are enforced such as, speed and proper use of warning devices. All proper dispatch, consistent with safety, shall be used in reaching the scene of the emergency.

(6) If, in the opinion of the Incident Commander of the fire, the fire cause appears suspicious, dispatch shall be instructed to notify B.S.O. Arson and Davie P.D.

(7) Officers shall instruct their companies in the detection and preservation of the cause of fires, and every effort shall be made to avoid the destruction or removal of such evidence by anyone other than the arson team.

(8) They shall verify with the Driver Engineer that all tools and equipment are accounted for before leaving the scene of operations. At quarters, the equipment shall be inspected for serviceability. They shall immediately report to the Battalion Chief any lost, damaged, or defective equipment, and follow the verbal report with a Memo and/or a Repair Order as necessary.

(b) Reports :

(1) On all alarms answered, the Officer shall secure the desired information for his report and it shall be the Officer's responsibility to complete the report.

(2) When completing the alarm report, all items shall be answered and checked for clarity and completeness. Any information that may be of value later should be included in the report. Use the remarks section to describe the method of operation and your findings. State the cause of the incident. Reports that are unclear, incomplete or have insufficient information will be returned for proper execution of same.

501.2 Department personnel regardless of rank, are expected to satisfactorily drive and operate all Department vehicles and equipment during an emergency.

501.3 While responding to alarms and during the fire fighting phase, all officers and members of companies so engaged, shall wear helmets, bunker gear and boots. The Incident Commander of the scene may sanction removal when the necessity of wearing same is abated. Exceptions to this requirement are the Driver when operating the apparatus during response and the Officer during response wearing a helmet. When the members of a company are responding to a medical or dive rescue alarm, the Company Officer will have the discretion to allow